



DEPARTMENT OF PUBLIC WORKS

320 East Mosby Road

Harrisonburg, VA 22801

| | | |
|-----------------------------------|---|--|
| ISSUE DATE: April 19, 2012 | REQUEST FOR PROPOSAL NUMBER: RFP-PW-ENGINEERING-2012 | FOR: Solid Waste, Stormwater, & Engineering Services |
| DEPARTMENT: Public Works | DATE/TIME OF CLOSING: May 9, 2012 @ 2:00 PM | CONTRACT ADMINISTRATOR: Charles Honaker, Assistant Director Charlie.Honaker@harrisonburgva.gov |

Proposals - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services for which prices are quoted, , delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by the City of Harrisonburg the items or services offered and accompanying attachments shall constitute a contract.

NAME AND ADDRESS OF FIRM:

Telephone/Fax No.:

Federal Employer Identification # :

State Corporation Commission #:

Prompt Payment Discount:

__% for payment within __days/net __days

E-mail:

By signing this proposal, Vendor(s) certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in this RFP.

CHECK ONE: ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ CORPORATION ☐ LLC

Sealed proposals, subject to terms and conditions of this Request for Proposal will be received by the City of Harrisonburg Public Works Dept, 320 East Mosby Road, Harrisonburg, Virginia 22801 until the date/ time specified above for furnishing items or services delivered or furnished to specified destinations within the time specified or stipulated by the vendor(s).

TABLE OF CONTENTS

| | |
|--|--------|
| I. PURPOSE..... | 3 |
| II. INSTRUCTIONS TO OFFERORS..... | 3 |
| III. BACKGROUND INFORMATION | 4 |
| IV. PROPOSAL REQUIREMENTS | 5 |
| V. SCOPE OF SERVICES | 6 |
| VI. PROPOSAL EVALUATION CRITERIA | 8 |
| VII. SPECIAL TERMS AND CONDITIONS..... | 9 |
| VIII. INSURANCE | 13 |
| IX. GENERAL TERMS AND CONDITIONS..... | 14 |
| ATTACHMENT A: STATE CORP COMMISSION FORM | 21 |
| ATTACHMENT B: SAMPLE CONTRACT | 22 |

I. PURPOSE

This Request for Proposal (RFP) by the City of Harrisonburg, Virginia, (City) invites written proposals from qualified firms to provide environmental services, engineering, consulting and construction quality control/quality assurance services for the City's Solid Waste and Stormwater Management Programs.

The purpose of this RFP is to solicit proposals for the required services and to set forth the terms and conditions whereby City shall contract with the successful Proposer to provide the services described herein. A detailed scope of services is contained in Section V, Scope of Services, of this RFP.

Mandatory pre-proposal meeting will be held on **Thursday, April 26, 2012, at 10:00 AM** Harrisonburg Public Works Complex at 320 East Mosby Road, Harrisonburg, VA 22801.

The contract resulting from this RFP shall be for professional engineering services related to Solid Waste and Stormwater Management Services and shall be Task Order based for multiple projects issued on an as-needed basis.

II. INSTRUCTIONS TO OFFERORS

- A. This procurement shall be conducted in accordance with the competitive negotiation procedures of the City of Harrisonburg Purchasing and Contracting Policy Manual. The Manual is available at: <http://www.harrisonburgva.gov/bids>.

- B. Five (5) copies of proposals shall be submitted to:

Harrisonburg Public Works Department
320 East Mosby Road
Harrisonburg, VA 22801

- C. Questions related to the solid waste and stormwater management engineering services and questions related to the RFP and the Consultant selection process should be directed to:

Charles E. Honaker, Jr., Assistant Director
Phone: (540) 434-5928
Fax: (540) 434-2695
E-mail: Charlie.Honaker@harrisonburgva.gov

Questions or requests for clarification may be faxed or emailed to the contact listed above. All responses to inquiries will be in writing and will be posted as Addendums on the City's Purchasing web page at www.harrisonburgva.gov/bids by noon on Wednesday, May 2, 2012.

- D. All Proposals must be in a sealed envelope or box and clearly marked in the lower left corner: "Sealed Proposal: Solid Waste, Stormwater & Engineering Services". Proposals shall clearly indicate the legal name, address and telephone number of the offeror (company, firm, partnership, individual). All expenses for making Proposals to the City shall be borne by the offeror. **All Proposals shall be received by 2:00 P.M. May 9, 2012.** Any Proposal received after this time and date will not be considered. The offeror has the sole responsibility to have the proposal received by the Harrisonburg Public Works Department at the above address and by the above stated time and date.

Clearly identified proprietary information will not be disclosed during the selection process.

- E. As a guideline, the City of Harrisonburg anticipates the following timetable for selection of the solid waste engineering services.

| <u>Date</u> | <u>Activity/Event</u> |
|----------------------|--|
| April 19, 2012 | Request For Proposal Issued |
| April 26, 2012 | Mandatory pre-proposal conference 10:00 AM |
| April 27, 2012 | Deadline for Questions is 12:00 midnight |
| May 2, 2012 | Responses to inquiries posted as Addendums |
| May 9, 2012 | Proposals Due Prior to 2:00 p.m. Deadline |
| May 14, 2012 | Evaluation of Proposals Completed by City Selection committee |
| Week of June 4, 2012 | Interviews / Oral Presentations of selected firms (Specific dates to be determined) |
| June/July, 2012 | Contract Negotiations with selected Offeror(s) |

III. BACKGROUND REQUIREMENTS

The City is soliciting firms to provide On-Call Professional Engineering Services for environmental services, engineering, consulting, and construction quality control/quality assurance services for the City's Solid Waste Management Program and Stormwater Management Programs. This contract will accomplish the objective of providing quality service and to assist the City in a cost competitive and compliant waste management program in accordance with the Virginia Solid Waste Management Regulations, as well as, meeting all requirements outlined by the Virginia Department of Environmental Quality and Department of

Conservation & Recreation.

IV. PROPOSAL REQUIREMENTS

The proposal shall provide information necessary for City of Harrisonburg to evaluate the qualifications, experience, and expertise of the proposing firm and subconsultants to perform the solid waste and stormwater engineering services.

The Offeror or Proposer is to make a written proposal which presents an understanding of the work to be performed. The Offeror is asked to address each evaluation criteria contained in Section VI Proposal Evaluation Criteria and to be specific in presenting their qualifications. Responses should be as thorough and detailed as possible so that the City may properly evaluate the firm's capabilities to provide the required services.

The Offeror should include in their proposal the following:

- A. Table of Contents – number all pages of the proposal.
- B. Introduction - Cover Letter/Executive Summary on company letterhead signed by a person with the corporate authority to enter into any contract which results from the RFP.
- C. FOIA Exclusion Letter – Letter on company letterhead stating exclusions within the proposal. Identify the specificity of the data or other materials for which protection is sought and state the reasons why protection is necessary in accordance with the Code of Virginia, Chapter 43, § 2.2-4342.
- D. Proposal – the Proposal submitted by Offeror shall include a minimum, the following:
 - 1. The Offeror shall address each requirement of the Scope of Services or the area(s) of expertise proposed to be provided.
 - 2. The Offeror shall provide evidence that demonstrates their ability to provide the services within reasonable completion dates and within budget.
 - 3. The Offeror shall provide its current workload with particular reference to personnel and other resources being proposed.
 - 4. Proposed approach to provide the requested services.
 - 5. The Offeror shall provide information on the corporate structure of its firm as well as any proposed

subconsultants required to perform the required work.

6. Include as appendices the following information:
 - a. A list of completed projects and a resume of personnel expected to be assigned to this project including the name(s) of the partner in charge;
 - b. Provide a minimum of three references where similar work was performed.
7. The Offeror shall not have cost for services stated in the proposal. An estimated cost of services shall be requested when the evaluation committee short-lists the Offerors proposals and interviews are determined.
8. State Corporation Commission Form (Attachment A)

V. SCOPE OF SERVICES

Professional Engineering Services to provide environmental services, engineering, consulting, and construction quality control/quality assurance services as needed for the City's Solid Waste Management Program and Stormwater Management Programs. This contract will accomplish the objective of providing quality service and to assist the City in a cost competitive and compliant waste management program in accordance with the Virginia Solid Waste Management Regulations, as well as, meeting all requirements outlined by the Virginia Department of Environmental Quality and Department of Conservation & Recreation.

This contract is designed to provide services for all aspects of environmental monitoring, groundwater, surface (storm) water, wetlands and assessments, remediation, landfill gas capture, control and beneficial use, MS4 Program compliance and reporting, site inspections, engineering design, GIS mapping, operations assistance, annual updates of closure and post-closures site surveying, bidding and construction phase services, construction quality control/quality assurance, permitting, and general program per the City of Harrisonburg Public Works Department. Departments within the City of Harrisonburg may also, from time-to-time, require the services of this contract for assistance with similar services.

Other environmental engineering and consulting services may be needed for other components of the City's solid waste program, and stormwater management program, including but not limited to, the closed Ramblewood Landfill (closed), the City's Resource Recovery Facility, the City's recycling program, the City's solid waste collection program, the composting/biosolids program, sludge disposal, landfill gas management and beneficial use, leachate management, and Municipal Separate Storm Sewer System (MS4) Permit and Program.

The City intends to utilize the Consultant for services related to the development, operation, and maintenance of its solid waste management program. The following activities may be required of the consultant as needed on a task order basis.

Environmental Services:

Services may include, but are not limited to:

- Preparation of permits and/or modifications for the City or specific facilities.
- Modifications to the permit or related documents.
- Regulatory compliance and project management activities including periodic meetings with the City, DEQ, DCR and other stakeholders as needed.
- Corrective Action Assistance.
- Field work; characterizations of surface, air and or groundwater; assessment of corrective measures; corrective action planning and related measures.
- Well installation, sampling, analysis, and associated evaluations and reporting.
- Well or monitoring point maintenance.
- Alternate source demonstrations or verification sampling and analysis.
- Revisions to groundwater protection standards and related work.
- Regulatory compliance work.
- Residential water well sampling, analysis, evaluation and reporting.
- Surface (storm) water and other media sampling and analysis.
- Groundwater monitoring and reporting.
- Alternate Source Demonstrations or verification sampling and analysis
- Wetlands monitoring assistance.
- Reconnaissance and mapping of stormwater facilities (pipes, outfalls, best management practices, etc.)

Engineering / Construction / Consulting Services:

Services may include, but are not limited to:

- Permit reviews and modifications.
- Master planning for overall facility development for the city's solid waste management facilities and stormwater management facilities.
- Facility siting and design (for solid waste or stormwater)
- Feasibility, engineering and implementation of landfill gas utilization.
- Review of leachate disposal options including sanitary sewer discharge.
- Landfill gas migration control or beneficial use.
- Annual post-closure cost estimates.
- Other solid waste engineering activities that may arise related to closure and post-closure activities.
- Cell construction/closure documents, bidding, and quality assurance.
- Aerial mapping / capacity analysis.
- Air / waste permitting amendments for gas system.
- Fill area / borrow area stakeout.
- Mechanical engineering design for environmental or operation needs at Solid Waste Management facilities.

- Engineering and interface with the planning and engineering of the composting system
- SPCC plans.
- 10-Yr permit review by DEQ / response.

Miscellaneous Activities:

- Review and develop operational plans and assistance with coordinating plan reviews with state agencies (if required).
- Solid waste management or stormwater management planning and plan updates.
- Assistance with waste assessment and recycling reporting.
- Regulatory permit assistance and representation
- Response to environmental, operational and design issues for solid waste management facilities or stormwater management facilities.
- Landfill gas utilization planning, implementation.
- Survey activities relative to topographic mapping, boundary mapping, construction stake- outs, and as-builts.
- Wetlands delineations, mitigation, permitting and monitoring.
- Stream assessments, delineations, mitigation, permitting and monitoring.
- Assessments of environmental impact, assessment of corrective action, corrective action of closed or abandoned solid waste disposal facilities.
- Funding evaluation, applications and assistance for the solid waste program or corrective action activities in regards to federal or state grants.
- Activities as requested by the City relative to its solid waste management program or other environmental responsibilities.
- Evaluation of any PPEA submitted to the City with regard to Solid Waste Management.
- Miscellaneous engineering services related to Solid Waste and Stormwater Management Programs.

VI. PROPOSAL EVALUATION CRITERIA

- A. Selection of the successful Offeror will be based upon submission of proposals meeting the selection criteria. The minimum selection criteria will include:
 1. Specific experience, technical capabilities, professional competence, and qualifications of the proposing firm and project personnel especially those assigned to provide the services in accordance with the Scope of Services. (40 points)
 2. Clearly demonstrated understanding of the work to be performed and completeness and reasonableness of the Offeror's plan for accomplishing the Scope of Services. (30 points)
 3. Current and past experience in providing solid waste engineering services to governmental entities. (15 points)

4. References (15 points)

- B. The Selection Committee will evaluate the most responsive proposals as deemed by staff and may also ask questions of a clarifying nature from offerors as required. The City shall engage in individual discussions with two or more Offerors deemed the most fully qualified, responsible and suitable on the basis of the Selection Committee's evaluations. These Offerors will be requested to make an oral presentation to the Selection Committee to explain their proposal and answer questions.
- C. At the conclusion of discussion, on the basis of evaluation factors as set at the time of issuance of this proposal and all information developed in the selection process to this point, the City shall select in the order of preference two or more Offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted; beginning with the Offeror ranked first. If a contract satisfactory and advantageous to the City can be negotiated at a price considered fair and reasonable, the award shall be made to that Offeror. Otherwise, negotiations with the Offeror ranked first shall be formally terminated and negotiations conducted with the Offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Should the City determine in writing and in its sole discretion that only one Offeror is fully qualified or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror. The City reserves the right to award a contract to more than one Offeror, if it is in the Owner's best interest. The City shall be the sole judge of the Proposal and the resulting negotiated agreement that is in the public interest, and the City's decision shall be final.

The City reserves the right to accept or reject any or all proposals received as a result of Request for Proposal if it is in the best interest of the City.

VII. SPECIAL TERMS AND CONDITIONS

A. Acceptance, Invoicing and Payment

The City will make payment to the Consultant, net 30 days or in accordance with discount terms, if offered, after receipt of an acceptable invoice for work resulting from this RFP.

Nothing herein, or in the process, shall be construed as having obligated the City to pay for any expenses incurred by respondents to this RFP, or to the selected consultant prior to the approval of a consultant services contract.

B. Attorney's Fees

In the event of any action brought by either party against the other to enforce any of the

obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, each party shall pay their own attorney's fees, costs and expenses, except in a case of default by the Consultant, the Consultant shall be responsible for any resulting additional purchase and administrative costs including, but not limited to fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs.

C. Audit

Consultant shall keep and require each of its subconsultant, if any, to keep, at no additional cost to City, full and detailed accounts of costs chargeable to City, during the project, and for five (5) years following completion. City shall be afforded full access to accounts, records, and supporting documents for review, audit, copy (such copies will be the property of City), and verification of costs. Audit access to Consultant's records in lump sum or unit price areas when applicable shall be sufficient to satisfy City that all quantities meet the payments to its subconsultant and suppliers, Consultant shall remit promptly to City the amount of any adjustment resulting from audit.

D. Availability of Funds

It is understood and agreed between the parties herein that the City shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

E. Binding Effect

The terms, provisions, covenants and conditions contained in any resulting Contract shall apply to, insure to the benefit of, and be binding upon the parties hereto and upon their respective heirs, legal representatives, successors, and permitted assigns except as otherwise expressly provided.

F. Contract Changes

No verbal agreement or conversation with any officer, agent or employee of the City either before or after execution of the contract resulting from this Request for Proposal (RFP), RFP Addendum or follow-on negotiations, shall effect or modify any of the terms or obligations contained in the contract. No alterations to the terms and conditions of the contract shall be valid or binding upon the City unless made in writing and where Board approval is not required, by the City Administrator or his designee.

G. Contract Performance Terms

Any contract resulting from this RFP shall have a term limit of one year and may be renewable for four additional one-year terms at the option of the City. This contract may be

extended during the term of the existing contract for services allowed to complete any work undertaken but not completed during the original term of the contract. The project fee of any single project or Task Order may not exceed \$1,000,000. The annual sum of all projects in a contract term shall not exceed \$5,000,000. Any unused amounts from the first contract term shall not be carried forward to any additional contract term.

H. Examination of Records

The Consultant agrees that the City or any duly authorized representative shall have access to and the right to examine any and copy any directly pertinent books, documents, papers and records of the Consultant involving transactions related to any Contract resulting from this RFP. The period of access provided in this paragraph for records, books, documents, and papers and software which may be related to any arbitration, litigation, or the settlement of claims arising out of the performance of any subsequent contract or any subsequent Contracts with vendors shall continue until disposition of any appeals, arbitration, litigation, or claims. Consultants agrees to keep all records in accordance with the state and local retention laws including but not limited to Virginia Code § 55-525.27.

I. Financial-Aid Provisions

When the U. S. government pays all or any portion of the cost of a project, the Consultant shall observe all federal laws, rules, and regulations made pursuant to such laws. The work shall be subject to inspection by the appropriate federal agency. Such inspection shall in no sense make the federal government a party of the contract and will in no way interfere with the rights of either party. Consultant shall require all subconsultants to observe all federal laws, rules, and regulations made pursuant to such laws. Reporting requirements that is part of the regulation shall be followed in accordance with the federal law, rules and/or regulation made pursuant to such laws. A Duns number will be provided by the Consultant and registration with the Central Consultant Registration (CCR) shall be followed according to the federal aid provisions.

J. Grant Funds Provision

When a project is funded in part or all by grant funds, the Consultant shall observe all rules and regulations according to the grant fund award documentation. Consultant has the responsibility to comply with all grant fund reporting requirements and any or all award documentation terms and conditions.

K. Non-Collusion

The party making the foregoing proposal hereby certifies that such proposal is genuine and not collusive or sham; that said offeror has not colluded, conspired, connived or agreed, directly in indirectly, with any offeror or person, to put in a sham proposal or to refrain from offering, and has not in any manner, directly or indirectly, sought by agreement or collusion, or

communication or conference, with any person to fix the proposal price or affiant or of any proposal, or to fix any overhead, profit or cost element of said proposal price, or of that of any other offeror, or to secure any advantage against the City or any person interested in the proposed contract; and that all statements in said proposal are true.

L. Partial Invalidity

Neither any payment for, nor acceptance of, the whole or any part of the services by the City, nor any extension of time, shall operate as a waiver of any provision of any Contract resulting from this RFP, nor of any power herein reserved to the City, or any right to damages herein provided, nor shall any waiver of any breach of any Contract be held to be a waiver of any other or subsequent breach. Failure of the City to require compliance with any term or condition of any Contract shall not be deemed a waiver of such term or condition nor a waiver of the subsequent enforcement thereof.

M. Proposal Withdrawal

Any Proposal may be withdrawn up until the time set above for the opening of the Proposal. Any Proposals not so withdrawn shall constitute an irrevocable offer for a period of 120 days.

N. RFP Proposal and Clarification

The City reserves the right to request clarification of information submitted and to request additional information of one or more offerors. Each offeror shall examine the Request for Proposal documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the Request for Proposal shall be made in writing to the City's Purchasing Agent. The City shall not be responsible for oral interpretations given by any employee, representative, or others. The issuance of a written addendum issued by the City's Purchasing Agent is the only official method whereby interpretation, clarification, or additional information can be given. The City will provide post to the purchasing web page any addenda, which are issued to this Request for Proposal at www.harrisonburgva.gov/bids.

O. Release and Ownership of Information

The City shall make a good faith effort to identify and make available to the Consultant all non-confidential technical and administrative data in the City's possession which the City may lawfully release including, but not limited to contract specifications, drawings, correspondence, and other information specified and required by the Consultant and relating to its work under this Contract. The City reserves its rights of ownership to all material given to the Consultant by the City and to all background information, documents, and computer software and documentation developed by the Consultant in performing any Contract resulting from this RFP.

No reports, information or data given to or prepared by the Consultant under the resulting Contract shall be made available to any individual or organization by the Consultant without the prior written approval of the City, which approval the City shall be under no obligation to grant.

As may be allowed by law, any information, ideas, or concepts that the City receives during the procurement process from any offeror's written proposal, any discussion or interview with the offeror or as a result of any portion of the procurement process for the services described in this Request for Proposal shall become the property of the City. The City may use this information for any purpose without compensation to the offeror from whom the information was received.

P. Subconsultants and Assignments

The Consultant shall not sublet or assign or transfer any interest in this Contract or any portion thereof without the prior written consent of the City of which the City shall be under no obligation to grant. In seeking consent for any subcontract or assignment, the Consultant shall furnish all information required by the City to permit the City to ascertain the qualifications of the proposed subconsultant to perform the work, and the Consultant shall submit a copy of the subconsultant to the City for approval. The subconsultant shall incorporate by reference all provisions and conditions of the Contract resulting from this RFP.

The City's approval of a subconsultant shall not relieve the Consultant of any of its responsibilities, duties or liabilities hereunder. The Consultant shall continue to be responsible to the City for performance of the subconsultant and the subconsultant, for all purposes, shall be deemed to be an agent or employee of the Consultant. Nothing in the Contract resulting from this RFP or any subcontract shall create any contractual relationship between any subconsultant and the City.

Q. Termination

The City shall have the right to terminate at the City's convenience, with or without cause, any Contract resulting from this RFP by specifying the date of termination in a written notice.

In this event, the Consultant shall be entitled to just and equitable compensation for any satisfactory work completed. All work produced, and data collected shall become the property of the City.

VIII. INSURANCE

By signing and submitting a bid under this solicitation, the provider certifies that if awarded the contract, they will have the following insurance coverages at the time the contract is awarded. If any subcontractors are involved, the subcontractor will have workers' compensation insurance. The provider further certifies that

they or any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

The City of Harrisonburg requires by endorsement, to be added as an additional insured on the vendor policy and a Certificate of Insurance needs to be filed with the City showing the City of Harrisonburg listed as an additional insured.

INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Worker's Compensation - Statutory requirements and benefits.
2. Commercial General Liability - \$1,000,000 combined single limit.
3. Automobile Liability - \$1,000,000 combined single limit.
4. Excess Liability - \$1,000,000
5. Professional Liability - \$1,000,000

INDEMNIFICATION:

The provider (Indemnitor), in consideration of the City of Harrisonburg, (Indemnitee) do hereby release and forever discharge Indemnitee from any and all claims, demands, actions, or causes of action, of any kind whatsoever which we might have, or could hereafter have on account of or in anyway growing out of personal injuries and property damages which may result at any time. In addition, Indemnitor hereby covenants and agrees to, and does hereby, indemnify and save Indemnitee harmless from and against any and all claims for death, injury or property damage which may occur upon the aforesaid property, to any persons whomsoever or entities whatsoever while the property is in the possession of or being used by the Indemnitor.

SAFETY and OSHA STANDARDS:

All parties performing services for the City are required and shall comply with all Occupational Safety and Health Administration (OSHA), State Occupational Health Standards, and any other applicable rules and regulations. All parties shall be held responsible for the training, supervision, and safety of their employees. Any unsafe acts or hazardous conditions that may cause injury or damage to any persons or property within and around the work site areas under this contract shall be immediately corrected.

IX. GENERAL TERMS AND CONDITIONS FOR THE CITY OF HARRISONBURG, VA

PURCHASING AND CONTRACTING MANUAL: This solicitation is subject to the provisions of The

Purchasing and Contracting Policy Manual for the City of Harrisonburg (City) and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the Purchasing office and in the Director of Finance office.

APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

ANTI-DISCRIMINATION: By submitting their (bids/proposals), (bidders/offerors) certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 11-51 of the *Virginia Public Procurement Act*.

In every contract over \$10,000 the provisions below apply:

1. During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

ETHICS IN PUBLIC CONTRACTING: By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their (bids/proposals), (bidders/offerors) certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

DEBARMENT STATUS: By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the City under said contract.

MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs

1. (For Invitation For Bids:) Failure to submit a bid on the form provided, (if provided) shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the City may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
2. (For Request For Proposals:) Failure to submit a proposal on the form provided, (if provided) shall be a cause for rejection of the bid. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

CLARIFICATION OF TERMS: If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the person whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

PAYMENT:

1. To Prime Contractor:
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been

instituted as authorized under the Virginia Debt Collection Act.

- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the City of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:

- (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the City for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- (2) To notify the City and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the City, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City.

PRECEDENCE OF TERMS: General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

QUALIFICATIONS OF (BIDDERS/OFFERORS): The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the City all such information and data for this purpose as

may be requested. The City reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The City further reserves the right to reject any (bid/ proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the City that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

TESTING AND INSPECTION: The City reserves the right to conduct any test/inspection it may deem

advisable to assure goods and services conform to the specifications.

ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.

CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Purchasing Agent or City delegated agent may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the City a credit for any savings.

DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which the City may have.

TAXES: Sales to the City of Harrisonburg are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request.

(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)

USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offers) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offeror) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the City to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offeror) clearly indicates in its (bid/proposal) that the product offered is an "equal" product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.**(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)**

TRANSPORTATION AND PACKAGING: By submitting their (bids/proposals), all (bidders/offers) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number,

commodity description, and quantity. **(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)**

INSURANCE: By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have insurance coverages at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with § 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. **(NOT NORMALLY REQUIRED FOR GOODS CONTRACTS. INSURANCE IS REQUIRED WHEN WORK IS TO BE PERFORMED ON CITY OWNED OR LEASED FACILITIES OR PROPERTY.)**

SELECTION PROCESS/AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the department will publicly post such notice for a minimum of ten (10) days, or will notify all responsive bidders/offerors in writing by mail.

BID/PROPOSAL ACCEPTANCE PERIOD: Any bid/proposal resulting from this solicitation shall be valid for (30) days. At the end of the (30) days the bid/proposal may be withdrawn at the written request of the Bidder/Offeror. If the bid or proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

EXCUSABLE DELAY: The City shall not be in default of any failure in performance of this agreement in accordance with its terms if such failure arises out of causes beyond its reasonable control and without the fault of or negligence of the City. Such causes may include, but are not restricted to acts of God or the public enemy, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and usually severe weather, but in every case the failure to perform must be beyond the reasonable control and without the fault or negligence of the City.

DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

COOPERATIVE PROCUREMENT:

This procurement is being conducted on behalf of other public bodies, in accordance with 2.2-4304 (A) of the Code of VA. The successful bidder has the option to provide these same items (services), except architectural and engineering services, at the same prices, awarded as a result of this solicitation to any public body within the Commonwealth of Virginia. If any other Public body decides to use the final contract, the contractor(s) must deal directly with that public body concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. Failure to extend a contract to any public body will have no effect on consideration of your bid.

STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Code of VA 2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

The City does not discriminate against small and minority businesses or faith-based organizations.

Attachment A: State Corporation Commission Form - Return with Proposal

Virginia State Corporation Commission ("SCC") registration information: The undersigned Offeror:

☐ is a corporation or other business entity with the following SCC identification number:

_____ **-OR-**

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this RFP an opinion of legal counsel which accurately and completely discloses the undersigned Offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

Signature: _____ **Date:** _____

Name: _____

Print

Title: _____

Name of Firm: _____

Attachment B:



CITY OF HARRISONBURG, VA

STANDARD CONTRACT RFP

This Contract entered into this ____ day of _____, 20____, by _____ hereinafter called the "Contractor" and City of Harrisonburg, VA, called the "Owner".

WITNESSETH that the Contractor and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the goods/services to the Owner as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From _____ through _____.

The contract documents shall consist of:

- (1) This signed form;
- (2) The entire City of Harrisonburg's Official Request for Proposal (no revisions by the Contractor) dated: _____
If applicable, any Official City Addenda(s):
#1, dated: _____
- (3) The Contractor's Proposal dated _____ and the attached negotiated modifications (if applicable) to the Proposal, all of which documents are incorporated herein.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

CITY OF HARRISONBURG, OWNER:

By: _____

By: _____

Title: _____

Title: _____